

## **AGENCY SHOP**

### **ALL UNITS**

All current employees who are in a job classification within the Probation Unit shall, within the first pay period following approval of this Article by the Board of Supervisors, become a member of the San Bernardino County Probation Officers' Association (SBCPOA) or pay to SBCPOA a service fee which shall only include chargeable expenses that are germane to the collective bargaining activity; provided, however, that the Unit member may authorize payroll deduction for such a fee. Employees who are hired after this Agreement is approved by the Board of Supervisors, and who are in a job classification within this Unit, shall within the first pay period from the date of commencement of duties as an employee, become a member of SBCPOA or pay to SBCPOA a service fee which shall only include chargeable expenses that are germane to the collective bargaining activity; provided, however, that the Unit member may authorize payroll deduction for such fee. SBCPOA shall provide the County a description of the service fee and how it was calculated prior to the implementation of such fee.

Dues withheld by the County shall be transmitted to the SBCPOA Officer designated in writing by SBCPOA as the person authorized to receive such funds, at the address specified.

The parties agree that the obligations herein are a condition of continued employment for Unit members. The parties further agree that the failure of any Unit member covered by the Article to remain a member in good standing of SBCPOA or to pay the equivalent of SBCPOA dues during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.

The County shall not be obligated to put into effect any new, changed or discontinued deduction until a payroll deduction card is submitted to the Auditor/Controller-Recorder in sufficient time to permit normal processing of the change or deduction. Agency fees shall automatically be deducted from employees who elect not to become members of SBCPOA.

No Unit member shall be required to join SBCPOA or to make an agency fee payment if the Unit member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such Unit member has verified the specific circumstances. Such employee must, instead arrange with SBCPOA to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax-exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee, from the following: United Way; American Cancer Society; American Heart Association; or County Combined Giving Campaign. SBCPOA shall be responsible for determinations under this paragraph. Proof of payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

SBCPOA shall be fully responsible for expending funds received under this Article consistent with all legal requirements for expenditures of employee dues which are applicable to public sector labor organizations.

The County shall not deduct monies specifically earmarked for a Political Action Committee or other political activities.

SBCPOA shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and, upon request to the employees who are members of SBCPOA within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

This organizational security arrangement shall be null and void if rescinded by a vote of employees in the Unit pursuant to Government Code Section 3502.5(d). SBCPOA hereby agrees to defend, indemnify and hold harmless the County of San Bernardino and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article.

SBCPOA's indemnity and liability obligation is more fully set forth as follows:

- (a) SBCPOA shall defend, indemnify and hold harmless the County of San Bernardino and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, SBCPOA shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the County or its officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of SBCPOA shall not diminish SBCPOA's defense and/or indemnification obligations under this Agreement.
- (b) The County, immediately upon receipt of notice of such claim, proceeding or legal action shall inform SBCPOA of such action, provide SBCPOA with all information, documents, and assistance necessary for SBCPOA defense or settlement of such action and fully cooperate with SBCPOA in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by SBCPOA.

County of San Bernardino

San Bernardino Probation  
Officers' Association (SBCPOA)

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Victor Tordesillas, Labor Negotiator  
Human Resources Department

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Gordon Gregg, President  
SBCPOA

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Date

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Date